

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
e-Rewards, Inc.		05/31/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	e-Miles, LLC		
Street Address:	8401 N. Central Expressway; Suite 1000		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2204246	E-MILES	
CORRESPONDENCE DATA			
Fax Number:	(214)764-8389		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214-367-6000		
Email:	ipdocketing@kk-llp.com		
Correspondent Name:	Klemchuk Kubasta LLP		
Address Line 1:	8150 North Central Expressway; Ste. 1150		
Address Line 4:	Dallas, TEXAS 75206		
ATTORNEY DOCKET NUMBER:	1049.0012		
NAME OF SUBMITTER:	Kelly Kubasta		
Signature:	/Kelly Kubasta/		
Date:	11/24/2010		

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REEL: 004421 FRAME: 0311

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made between e-Miles, LLC, a Delaware limited liability company, having a principal office and place of business at 8401 N. Central Expressway, Suite 1000, Dallas, Texas 75225 (the "Company"), on one hand, and e-Rewards, Inc., a Delaware corporation, having a principal office and place of business at 8401 N. Central Expressway, Suite 900, Dallas, Texas 75225 (the "Assignor"), on the other hand.

WITNESSETH

WHEREAS, the Assignor owns, has adopted and used in commerce the trademarks, as indicated in the list of marks in Exhibit A to this Agreement (the "Trademarks"); and

WHEREAS, as set forth in the Warrant Issuance Agreement between the parties effective December 22, 2005, the Assignor has agreed to assign and the Company has agreed to acquire all of the Assignor's right, title, and interest in and to the Trademarks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past, present, or future infringement thereof.

NOW, THEREFORE, in consideration of these premises, \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Assignor hereby assigns, transfers, and conveys onto the Company and its successors and assigns all of Assignor's right, title, and interest in and to the Trademarks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past, present, or future infringement thereof.
2. The Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks to transfer the Trademarks to the Company.
3. The Assignor agrees to execute all papers and to perform such other proper acts as the Company may deem necessary to secure for the Company or its designee the rights herein assigned including but not limited to any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interests in the Company, its successors, assigns, and legal representatives.
4. The Assignor agrees to communicate with the Company, or its successors, assigns, and legal representatives, any facts known to it respecting the Trademarks, including the dates of first use as set forth in Exhibit A and, when requested, without

charge to but at the expense of the Company, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to vest title in the Company and to aid the Company, its successors, assigns, and legal representatives to obtain and enforce proper protection for the Trademarks in all countries.

5. The Assignor represents and warrants that at the time of execution and delivery of this Agreement: (a) all the information contained in Exhibit A herein is correct; and (b) Assignor exclusively owns all rights in the Trademarks without any licenses, covenants not to sue, liens, security interests, encumbrances, or other third party claims and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

6. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Texas.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of May 31, 2010.

[SIGNATURE PAGES TO FOLLOW]

E-MILES, LLC:

By: Harold M. Bailey

Title: CEO

Dated: July 12, 2010

ACKNOWLEDGMENT

STATE OF TEXAS

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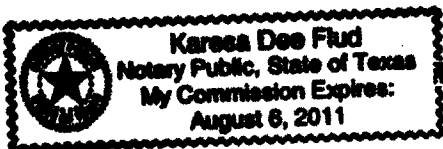
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COUNTY OF DALLAS

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This instrument was acknowledged before me on the 12 day of July 2010 by
Harold M. Bailey of E-Miles LLC.

Given under my hand and seal of office on the 12 day of July 2010.



Kareea Dee Flud
Notary Public in and for the
State of Texas

August 6, 2011
My commission expires:

e-Rewards, Inc.:

HHH [Signature]
Signature

David Mellinger
Print Name

Dated: June 24, 2010

ACKNOWLEDGMENT

STATE OF TEXAS §

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COUNTY OF DALLAS §

This instrument was acknowledged before me on the 24 day of June 2010 by

David Mellinger of e-Rewards, Inc.

Given under my hand and seal of office on the 24 day of June 2010.



Shannon C. Roper
Notary Public in and for the
State of Texas

9-9-12
My commission expires:

EXHIBIT A

TABLE 1: U.S. REGISTERED TRADEMARKS

MARK	SERIAL NO.	REGISTRATION NO.	GOODS/ SERVICES
E-MILES	75/090,503	2,204,246	IC 035. Loyalty reward program which provides rewards currency that may be earned or used for the purchase of travel and other merchandise via computer on-line services.